

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|-------------|------------------------|---|-----------------|---------------|
| Applicants: | Ming C. Hao et al. | § | Art Unit: | 3689 |
| | | § | | |
| Serial No.: | 10/725,624 | § | | |
| | | § | Examiner: | Fonya M. Long |
| Filed: | December 2, 2003 | § | | |
| | | § | | |
| For: | System and Method for | § | Atty. Dkt. No.: | 200310663-1 |
| | Visualizing Business | § | | (HPC.0516US) |
| | Agreement Interactions | § | | |

Mail Stop Appeal Brief-Patents

Commissioner for Patents

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REPLY BRIEF

Sir:

The following sets forth Appellant's Reply to the Examiner's Answer dated March 1, 2010.

A. REPLY TO EXAMINER'S ARGUMENTS RELATING TO CLAIMS 1-3, 6, 11, 21, 22

Claim 1 recites a method of visualizing business agreement interactions, where the method comprises:

- dividing, by a computer, parties into at least three types;
- displaying, by the computer, one or more parties of a first type as nodes in a first region of a view window;
- displaying, by the computer, one or more parties of a second type as nodes in a second region of the view window;
- displaying one or more parties of a third type as nodes in a third region of the view window, wherein the third region is at least substantially between the first and second regions; and
- displaying, by the computer, agreements between parties as lines between corresponding nodes.

As argued in the Appeal Brief, the hypothetical combination of Gorur and Chang fails to disclose or hint at displaying three types of parties as nodes in corresponding different regions of a view window, where one of the regions is between two other regions. Moreover, the Appeal Brief set forth detailed reasons regarding why a person of ordinary skill in the art would not have been prompted to combine the teachings of Gorur and Chang to achieve the claimed invention.

Gorur specifically teaches that **peer-to-peer** contract relationships are depicted in a user interface screen 300 depicted in Fig. 3 (reproduced in the Response to Argument section of the 3/1/2010 Examiner's Answer, at page 23). The peer-to-peer contract relationships represented by the user interface screen 300 of Gorur is focused on the fact that Gorur contemplates **just two** different types of parties: provider and customer. There would have been absolutely no reason to display more parties in the user interface screen 300 of Gorur, since Gorur is focused on

peer-to-peer contract relationships. Thus, a person of ordinary skill in the art would have found no reason to combine the teachings of Gorur and Chang.

The Response to Argument section of the Examiner's Answer argued that "the type of party being displayed does not change the function of a plurality of parties having business agreements with one another being displayed in a view window." Examiner's Answer at 24. The Examiner further argued that "Gorur et al. is fully capable of displaying parties of a plurality of types that enter into agreement with one another." *Id.*

The statement that Gorur is "fully capable of displaying parties of a plurality of types" seems to not add anything to the fact that Gorur does disclose parties of a plurality of types, namely **two**. The **two** parties in Gorur include peer-to-peer parties. The display of peer-to-peer relationships in Gorur would clearly not have led to the subject matter of claim 1, which displays three types of parties as nodes in corresponding different regions of a view window, where one of the regions is between two other regions.

It is clear that the obviousness rejection of the foregoing claims is erroneous.

In view of the foregoing and in view of the arguments presented in the Appeal Brief, it is clear that the obviousness rejection of the foregoing claims is defective.

B. REPLY TO EXAMINER'S ARGUMENTS RELATING TO CLAIM 4

Dependent claim 4 further recites that the first region is an arc of a circle, and the second region is an opposing arc of the circle. The Examiner conceded that Gorur and Chang fail to disclose these features of claim 4. 07/21/2009 Office Action at 6. However, the Examiner argued that "it would have been an obvious matter of design choice to have the first region be represented as an arc of a circle and have the second regions be represented as an opposing arc of

the circle, since appellant has not disclosed that having the regions [sic] being represented in an arc form solves any stated problem or is for any particular purpose and it appears that the invention would perform equally well with the regions being represented in any other form.” *Id.*

The Response to Argument section of the Examiner’s Answer asserted that Appellant has “failed to provide any reasoning on how displaying parties of three types in arc form is beneficial over displaying parties of three types in any other form.” Examiner’s Answer at 25.

Appellant did in fact provide an explanation regarding the benefits of the subject matter of claim 4. The representation of parties on arcs of a circle is beneficial in the context of the invention because the invention is displaying parties of **three** types. This is contrasted to what is taught by Gorur, which teaches merely peer-to-peer relationships and depicts parties of two types. The statement that the subject matter of claim 4 would be an “obvious matter of design choice” is clearly incorrect, as a person of ordinary skill in the art would have absolutely found no reason to depict the peer-to-peer relationships of Gorur on arcs of a circle, as doing so would make no sense in the context of Gorur. Therefore, a person of ordinary skill in the art would not have been led to the claimed invention by the teachings of Gorur and Chang.

For the foregoing reasons and the reasons stated in the Appeal Brief, the rejection of claim 4 is clearly erroneous.

C. REPLY TO EXAMINER'S ARGUMENTS RELATING TO CLAIMS 7, 23

Dependent claim 7 further recites that the lines (representing agreements between parties) are displayed with at least one characteristic **indicative of whether a violation of a corresponding agreement has occurred**. With respect to claim 7, the Examiner cited Chang, column 4, lines 27-30. 7/21/2009 Office Action at 7. Although this passage refers to using a KPI (key performance indicator) value to determine whether a business commitment has been violated based on evaluation results, there is absolutely no hint given in Chang, or in Gorur, of lines (representing agreements between parties) being displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

Without any basis in the objective evidence, the Examiner asserted that "it would have been obvious to modify the display of agreements between Gorur et al. to include indicating whether [a] violation of agreements has occurred" *Id.* at 23-24. Again, the only apparent basis for this assertion is based on impermissible hindsight benefiting from the teachings of the invention – Chang would have provided absolutely no hint of lines representing agreements between parties displayed with at least one characteristic indicative of whether a violation of a corresponding agreement has occurred.

For the foregoing reasons and the reasons set forth in the Appeal Brief, the final rejection of the foregoing claims is clearly erroneous.

D. CONCLUSION

The remaining arguments in the Examiner's Answer have already been rebutted in the Appeal Brief and/or in the foregoing remarks.

In view of the foregoing, and in view of the arguments presented in the Appeal Brief, reversal of all final rejections is respectfully requested.

Respectfully submitted,

Date: May 3, 2010

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